

ORIGINAL

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED IN CLERK'S OFFICE  
U.S.D.C. - Atlanta

28  
JUL 06 2010

CLERK OF DISTRICT COURT  
U.S.D.C. - Atlanta

LORRAINE L. GUTH,

Plaintiff,

v.

C.A. No.

PNC REVERSE MORTGAGE LLC, aka  
PNC MORTGAGE, a division of PNC BANK  
NATIONAL ASSOCIATION (formerly  
NATIONAL CITY MORTGAGE AND  
NATIONAL CITY BANK),  
PNC FINANCIAL SERVICES,

Defendants.

1 10-CV-2090

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that Defendants PNC Bank, N.A. and PNC Financial Services, Inc., pursuant to 28 U.S.C. §§ 1441, et seq., hereby remove to this Court the action entitled Guth v. PNC Reverse Mortgage LLC, et al., Civil Action No. 10A-05013-8, filed in the Superior Court of Gwinnett County, Georgia (the "Action"). Copies of Plaintiff's Complaint and other documents, constituting all process, pleadings, and orders served upon or received by Defendants are attached as Exhibit A.

### **THE PARTIES**

1. Upon information and belief, Plaintiff Lorraine L. Guth is a citizen of Tennessee.

2. All Defendants are citizens of Pennsylvania. Defendant PNC Mortgage, a division of PNC Bank, N.A., is not a citizen of Georgia or Tennessee for purposes of removal. PNC Mortgage is an unincorporated division of PNC Bank, N.A. PNC Bank, N.A. is a federally chartered national association with its principal place of business in Pennsylvania. PNC Financial Services Group, Inc. is the parent corporation of PNC Bank, N.A., and is a Pennsylvania corporation with its principal place of business in Pennsylvania. PNC Reverse Mortgage LLC is a limited liability company, with two members: Wells Fargo Bank, N.A. and PNC Bank, N.A. Wells Fargo Bank, N.A. is a national banking association with its principle place of business in California.

### **COMPLAINT**

3. On or about June 4, 2010, Plaintiff filed a Complaint against Defendants listed herein in the Superior Court of Gwinnett County, Georgia.

### **SERVICE OF THE COMPLAINT**

4. Defendant PNC Bank, N.A. obtained a copy of the Complaint, the initial pleading setting forth the claims, less than thirty (30) days ago. The other

Defendants have not been served with copies of the Complaint. This Notice of Removal is timely because it has been filed within the thirty-day period prescribed by 28 U.S.C. § 1446(b).

### **JURISDICTION**

5. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332, as the matter in controversy is between citizens of different states, and exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Among other things, per paragraph 25 of the Complaint, Plaintiff alleges that Defendants have deprived her of the use of \$105,000 in equity.

6. This Court also has supplemental jurisdiction over this action pursuant to 28 U.S.C. § 1367 because the matters alleged in the Complaint are part of the same case or controversy.

7. Annexed to this Notice, in accordance with 28 U.S.C. § 1446, are copies of all papers, pleadings, and orders received by Defendants.

8. Defendants will file a copy of this Notice with the Clerk of the Superior Court for the County of Gwinnett, Georgia, in accordance with 28 U.S.C. § 1446(d) attached as Exhibit B.

9. Defendants expressly reserve all rights and defenses relating to Plaintiff's claims.

WHEREFORE, Defendants remove this action from the Superior Court for Gwinnett County, Georgia to this Court pursuant to 28 U.S.C. § 1441.

Respectfully submitted,



Robin L. Gentry  
Georgia Bar No. 289899  
gentryr@ballardspahr.com  
BALLARD SPAHR LLP  
999 Peachtree Street, Suite 1000  
Atlanta, GA 30309-5915  
Telephone (404) 678-9300  
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Of Counsel

Gary C. Tepper  
tepperg@ballardspahr.com  
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601 13<sup>th</sup> Street, NW, Suite 1000 South  
Washington, DC 20005  
Telephone (202) 661-2239  
Facsimile: (202) 661-2299

Attorneys for Defendants  
PNC Bank, N.A. and PNC Financial  
Services, Inc.

Dated: July 6, 2010

# **EXHIBIT A**

PNC lawsuit

FILED IN OFFICE  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA

2010 JUN -4 PM 2:36

IN THE SUPERIOR COURT OF GWINNETT COUNTY, CLERK

STATE OF GEORGIA

LORRAINE L, GUTH, : CIVIL ATION

PLAINTIFF : NUMBER

VS. :

PNC REVERSE MORTGAGE, LLC., :  
A/K/A PNC MORTGAGE, A DIVISION :  
OF PNC BANK, NATIONAL :  
ASSOCIATION, :  
(formerly NATIONAL CITY :  
MORTGAGE, AND NATIONAL CITY :  
BANK, PNC FINANCIAL SERVICES

DEFENDANT :

10A-05013-8

COMPLAINT

COMES NOW, Plaintiff, LORRAINE L. GUTH, and represents herself Pro Se, for the purpose of filing this action for damages and equitable relief. Plaintiff files this Complaint and alleges the following:

NATURE OF CASE

This case involves claims by Plaintiff, a homeowner at 1020 Charter Club Drive, Lawrenceville, Ga. 30043 for money damages and equitable relief arising from harms done by Defendant against the Plaintiff: breach of contract with failure to use Due Diligence; Bad Faith, by filing an Unwarranted Foreclosure of said home on loan #0002940300; with abuse of litigation causing intentional infliction of emotional harm and special injury to

PNC lawsuit

the Plaintiff, LORRAINE L. GUTH; misrepresentation and non-disclosure, with intent to deceive; with abuse of power; malicious prosecution by wrongful civil litigation and tactics; abuse of legal system and intent to harm with malice; malicious prosecution by instigating or continuing a prosecution or proceeding; invasion of constitutional right of the Plaintiff; reporting in a public newspaper a proceeding of Foreclosure; loss of enjoyment of home; loss of income; unjust enrichment due to impending Foreclosure filed by Defendant due to the large equity that Plaintiff possessed in the home.

PARTIES AND JURISDICTION

1)

Plaintiff is a resident of the State of Tennessee and owns the said home being Foreclosed by Defendant at: 1020 Charter Club Drive, Lawrenceville, Ga. 30043.

2)

The Defendant PNC REVERSE MORTGAGE, LLC., A/K/A PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION (FORMERLY NATIONAL CITY MORTGAGE AND NATIONAL CITY BANK) is a corporation with a Registeed Agent for Service of Process, located in the State of Georgia. This Complaint arises out of Plaintiff's dealings with the Defendant regarding the property located at 1020 Charter Club Drive, Lawrenceville, Ga. 30043, Gwinnett County.

3)

This Court has venue of this action as the property in

PNC lawsuit  
dispute is located in Gwinnett County, Georgia.

FACTURAL ALLEGATIONS

4)

Plaintiff purchased the residence at 1020 Charter Club Drive, Lawrenceville, Ga. 30043 (hereinafter referred to as a "Residence") in May 2000, with the intention of occupying the house or leasing said home due to Plaintiff's advanced age of 71.

5)

Plaintiff was a realtor for 19 years in the State of Georgia, with her License now retired do to the poor economy. Plaintiff purchased the home ON MAY 30, 2000 with another loan and subsequently REFINANCED said home located AT: 1020 Charter Club Drive, Lawrenceville, Ga. 30043 on a new loan with NATIONAL CITY MORTGAGE, NATIONAL CITY BANK on January 20, 2004, with the first payment to be made on March1, 2004.

6)

On or about February 1, 2004, Defendant through NATIONAL CITY MORTGAGE, began a system of continuing harassment by continuous phone calls at the Plaintiff's home, threatening letters stating payment PAST DUE. Defendant continued this pattern of harassment, depriving Plaintiff of enjoyment at her home, causing the elderly Plaintiff to take a fall attempting to get another harassing phone call from said Defendant, NATIONAL CITY MORTGAGE, causing severe pain and



**PNC lawsuit**

suffering to the elderly Plaintiff. Payment per all the closing documents stated very clearly that the first payment was not due until March 1, 2004, not February 1, 2004.

7)

Plaintiff sent many Certified letters to Defendant, NATIONAL CITY MORTGAGE, with copies of the closing documents, all to no avail. The Defendant continued to harass the elderly Plaintiff without provocation, and continued to lodge late fees, gave bad credit information to credit reporting agencies, and this pattern of abuse continued for 6 years and 3 months and was transferred to Defendant, PNC MORTGAGE, which continued the same pattern of harassment, even though many Certified letters and proof was sent to the Defendant NATIONAL CITY MORTGAGE corporate executives, all to no avail.

8)

Plaintiff moved away from Georgia in June 2004, and still the harassment continued non-stop by the Defendant. Plaintiff was constantly called and notified of being late; however, Plaintiff in fact was never late with payments until the Plaintiff could no longer live with such harassment by the Defendant and paid the Defendant PNC Mortgage through March 1, 2010.

9)

Plaintiff moved to Nashville, Tenn. in 2004 in order to attend law school at an advanced age; however, she was constantly and continuously harassed by Defendant for a

PNC lawsuit

payment not due. After two years of constant harassment while attempting to attend law school, the Plaintiff finally withdrew.

All during the 2 years in law school, the Plaintiff communicated to the Defendant to leave her alone so that she could attend to her law school studies; however, the Defendant declined and kept

up the harassment and even kept 2 monthly payments for January and February 2006 without cashing the checks.

10)

Plaintiff was forced to send many Certified letters to Defendant to cash two payments that were sent out months previously. Plaintiff finally was forced to make her payments mostly by Certified Mail (at great cost and expense) to the Defendant's Vice President Jo Ann Hargrove, merely for proof of payment at: 3232 Newmark Drive, Miamisburg, Ohio 45342 starting in early 2006.

11)

Plaintiff on many occasions had to contact the Defendant, NATIONAL CITY MORTGAGE Vice President Ms. Hargrove in order to find out why the payments sent by Certified Mail were being held by the Defendant NATIONAL CITY MORTGAGE; not cashed; and my credit damaged. Ms. Hargrove WOULD CLAIM to take care of the matter; however, it was not actually taken care of. Plaintiff finally contacted the federal government by and through the Comptroller of the Currency, the agency that oversees the national banks in the United States. Plaintiff received a letter from this federal agency advising the Plaintiff to check the facts presented by PNC Mortgage in their

**PNC lawsuit**  
response to said agency, and if they were not accurate, to please contact them back with the discrepancies.

**12)**

Plaintiff finally received the letter from the Defendant, PNC Mortgage. The communication clearly showed the problem starting 6 years and 3 months earlier, by showing my payments late on February 1, 2004, and the Defendant NATIONAL CITY MORTGAGE, lodging the sum of over \$40.00 per month late fees starting as early as February 1, 2004.

**13)**

Defendant PNC MORTGAGE has continued the pattern of harassment by mail; failure to respond to Certified letters sent to Defendant's corporate executives by Plaintiff in order to have the 6 years 3 month problem resolved.

**14)**

Plaintiff sent a payment by Certified Mail with a letter to Defendant's Corporate officers in December, 2009 containing the January 2010 mortgage payment, which was signed for by the Defendant on December 30, 2009.

**15)**

Plaintiff sent a payment by Certified mail with a letter to Defendant's Corporate officers in January, 2010 containing the February 2010 mortgage payment, which was signed for by the Defendant on January 30, 2010.

**16)**

Plaintiff continued to be harassed for payments for  
Page 6

**PNC lawsuit**

both January and February 2010 despite the fact that these two payments were both sent to Defendant's Corporate officers by Certified Mail; signed for and these two payments were sent accompanied by enclosed letters. All to no avail and the harassment continued with no response to the Plaintiff by the Defendant.

17)

Plaintiff could no longer keep the problem active due to a serious problem that surfaced on June 9, 2009, when Plaintiff was taken to a Georgia Hospital; kept all day; sent to a heart specialist due to this serious problem; and was forced to take a Stress Test at great expense to the Plaintiff. This cost the Plaintiff over \$8,800.00 in costs due to the Defendant's poor and incorrect record keeping and continued harassment. A follow-up visit with the Heart Specialist revealed that if the Plaintiff had not been taken to the hospital ER on June 9, 2009, Plaintiff would have suffered a full heart attack.

18)

Plaintiff was instructed by the Heart Specialist on June 11, 2009 not to go near her home at 1020 Charter Club Drive, Lawrenceville, Ga. 30043, as this was the reason with the stress factor that almost caused the Plaintiff to have a fatal heart attack. On the doctor's orders, the Plaintiff has not visited this home since June 8, 2009 and has family members monitor it.

PNC Lawsuit

19)

Plaintiff continued to make monthly payments to Defendant, PNC. MORTGAGE until March 1, 2010, at which time payments came to a halt. The home cannot be used by the Plaintiff to either reside or lease out. The harassment has become too severe for the 81 year old Plaintiff to continue to make the payments any further. Defendant will not keep accurate records and keeps on viciously harassing and punishing the Plaintiff due to their severe errors in bookkeeping.

20)

Plaintiff alleges that Defendant never intended to resolve the problem with this mortgage account that has continued for the last 6 years, 3 months. Plaintiff alleges further that the Defendant fully intended to viciously Foreclose the property from the day they took over the mortgage from Defendant NATIONAL CITY MORTGAGE.

21)

Plaintiff alleges that Defendant fully intended to never make an attempt to resolve the 6 year, 3 month mortgage loan problem, but rather intended to viciously punish the Plaintiff for bringing the problem to the attention of the Federal Government as well as the President of the United States. The communication to the Plaintiff by President Obama's office suggested the Plaintiff looking into doing a Modification; however, the Defendant appears to be one of the banks that took funds from the Federal Modification Stimulus program, but has no

**PNC lawsuit**

**intention of loaning these funds through the Modification Program.**

**22)**

**Plaintiff alleges that Defendant by posting a recorded message on their phone service concerning Modifications of loans, the Defendant is merely attempting to give the impression that they are actually giving Modification loans, even though the Defendant does not intend to give them.**

**22)**

**Plaintiff demands strict proof of the fact that the Defendant actually gave any and all Modification loans.**

**23)**

**Plaintiff demands strict proof of how the Defendant has spent any and all government Modification Stimulus loan funds, as this is the Plaintiff's business in view of the fact that the Defendant opened themselves up to this scrutiny by filing the harassing and vicious Foreclosure proceeding against the Plaintiff due to the Plaintiff filing a complaint with the Comptroller of the Currency.**

**24)**

**Plaintiff clearly intends to file this lawsuit against the Defendant and will send a copy of said filing to the President of the U.S. as well as to the Comptroller of the Currency as the performance by both NATIONAL CITY MORTGAGE and PNC MORTGAGE have probably crossed the line between a**

**PNC lawsuit**

**Civil action and a Criminal action.**

**25)**

**Defendant PNC MORTGAGE was aware at all times that there was considerable equity in the home owned by the Plaintiff and the Plaintiff alleges that this was the reason for all the false and inaccurate accounting on the mortgage account for a period of 6 years, 3 months by the Defendant. Plaintiff alleges that the Defendant failed to resolve or correct the false mortgage information that they viciously and maliciously intentionally gave to credit reporting agencies with the consequence that Plaintiff was unable to access the \$105,000.00 equity that the Plaintiff had in the home as of July 2007. Defendant NATIONAL CITY MORTGAGE allegedly attempted to gain from the Plaintiff's misfortune.**

**26)**

**Plaintiff alleges that the Defendant PNC Mortgage has filed a Foreclosure Notice against the Plaintiff one day (May 6, 2010), after sending a letter to Plaintiff asking if she wanted to save the home? Plaintiff alleges that by the Defendant's letter dated the next day (May 7, 2010), the Defendant turned the mortgage loan over for collection by their Foreclosure Department to their Foreclosure Attorneys.**

**27)**

**Plaintiff alleges that the Defendant started the Foreclosure against the Plaintiff to willfully, maliciously, viciously, and deliberately to punish and deceive the Plaintiff**

**PNC lawsuit**

because Plaintiff had contacted the Federal Government and the President of the U.S. and the Defendant planned on making a gain at the Plaintiff's expense.

28)

Plaintiff therefore seeks the full value of the home in question as of October 2007 as well as any and all other relief granted by this Honorable Court, and also seeks information concerning the Defendant's loans under the Federal Stimulus Modification funds. Plaintiff seeks the information as to how the Defendant paid out their Modification funds.

29)

Plaintiff seeks to receive the names of the executives, and employees of the Defendant's personnel and how much of these Federal funds were paid out to these people after the Defendant received a payment from these funds. Plaintiff is entitled to this information due to the fact that the Defendant left themselves open to this scrutiny by their unfair and malicious actions against the elderly 81-year old Plaintiff.

30)

Plaintiff alleges that the Defendant's deliberate, malicious, willful, and intentional cruelty against the Plaintiff caused a severe harm to the Plaintiff as well as a severe financial loss to the Plaintiff by the Defendant.

31)

Plaintiff alleges that Defendant fully intended to punish the Plaintiff by Foreclosing her home at 1020 Charter



**PNC lawsuit**

**Club Drive, Lawrenceville, Ga. 30043 by sending a letter dated May 6, 2010 stating the options for the Plaintiff to take to save her home and the very next day, May 7, 2010 sending a letter informing her that the Defendant had already turned the matter over to their Foreclosure attorney:**

**Mccurdy & Candler Llc  
Suite 600  
250 Ponce De Leon Ave.  
Decatur, Ga. 30030  
Telephone (404) 373-1612**

**32)**

**Plaintiff realleges the fact that the Defendant had no intention of attempting to resolve the problem with the account for the past 6 years and 3 months, but rather wanted to take the home causing Unjust Enrichment by the Defendant gaining at the Plaintiff's expense.**

**33)**

**Plaintiff alleges that after she contacted the Federal Government, concerning the Defendant PNC MORTGAGE's failure to resolve the longstanding problem with the mortgage account of 6 years, 3 months, the Plaintiff was able to discern the response by the Defendant PNC MORTGAGE to the Federal Government agency. The Defendant had continued the practice of poor record-keeping by the Defendant NATIONAL CITY MORTGAGE.**

**34)**

**Plaintiff alleges that Defendant NATIONAL CITY MORTGAGE A/K/A NATIONAL CITY BANK incorrectly handled the Plaintiff's Credit Card account as well from 1997 and finally had to settle**

**PNC lawsuit**

with the Plaintiff. Plaintiff possesses copies still of all these settlement documents, including the apology; however, this means nothing since the Defendant NATIONAL CITY MORTGAGE continued in the same manner. Plaintiff would not have closed the loan with NATIONAL CITY MORTGAGE on January 20, 2004, if Plaintiff had known prior to the loan closing that the lender was NATIONAL CITY MORTGAGE as she had nothing but problems with poor record-keeping by NATIONAL CITY BANK with her Credit Card account. Plaintiff alleges that this information is no longer to be handled secretly as the Defendant NATIONAL CITY MORTGAGE has continued on the problems created for her by the Defendant NATIONAL CITY MORTGAGE and PNC MORTGAGE.

35)

Defendants PNC MORTGAGE and NATIONAL CITY MORTGAGE are the cause in fact for all the damages and injuries sustained by the Plaintiff. As a result Defendant PNC MORTGAGE and NATIONAL CITY MORTGAGE are liable to the Plaintiff for all claims set forth:

**COUNT 1**

Breach of Contract, bad faith negotiations,  
misrepresentation and non-disclosure, intent  
to deceive, malicious prosecution for  
instigating a wrongful Civil Prosecution by  
adverse person in position of power  
O.C.G.A §13-6-11

36)

Plaintiff alleges and incorporates all of the aforementioned facts and paragraphs.

PNC lawsuit  
37)

Plaintiff alleges that Defendants PNC MORTGAGE and NATIONAL CITY MORTGAGE deliberately, willfully, viciously, maliciously acted in bad faith at all times and during any or all negotiations, misrepresented and did not disclose their actions to the Plaintiff with intent to deceive, and maliciously prosecute the Plaintiff by instigating a wrongful prosecution by an adverse person in position of power.

38)

Defendants PNC MORTGAGE and NATIONAL CITY MORTGAGE breached this contract by viciously, willfully, and arbitrarily failing to abide by the provisions of the Federal Modification program paid for by the American Taxpayers and by deception deliberately failed to correctly inform or protect the Plaintiff.

39)

Plaintiff alleges that the Defendants PNC MORTGAGE and NATIONAL CITY MORTGAGE failed to use Due Diligence and mishandled the Plaintiff's mortgage loan account in an arrogant, uncaring, unprofessional, deceitful, abusive, and adverse manner:

(Adverse persons in positions of power) (§304)  
deceitful, abusive, and adverse manner:

(Abuse of the legal system and intent to harm with Malice) (§429)

(Malicious prosecution by instigating or continuing a prosecution or proceeding) (§431)

(Malicious prosecution) - wrongful Civil Litigation and Tactics (§436)

(Abuse of Power) - Creditors have right to demand payment - not illegal enforcement (§438)

(Intent to Deceive) - Intent to give false representation knowingly, recklessly, uncaringly (§471)

(Misrepresentation and non-disclosure) (§469)

PNC lawsuit

Plaintiff alleges and incorporates all of the  
aforementioned facts and paragraphs.

COUNT 2

Unjust Enrichment (~~§ 422~~)  
40)

Plaintiff realleges and incorporates all of the  
aforementioned facts and paragraphs. Defendant has by filing  
this false and malicious prosecution against the plaintiff to  
gain from the Plaintiff's misfortune despite the fact that the  
Plaintiff has always paid her mortgage payments in a timely  
manner; however, Defendant has always posted the funds late  
due to their strictly enforcing a first payment due  
February 1, 2004 instead of what the closing loan documents all  
show of a first payment being due on March 1, 2004 (not  
February 1, 2004) plus Defendant charging a monthly late fee  
of over \$40.00 for all 6 years, 3 months that the loan has been  
in force.

41)

Plaintiff AT ALL TIMES performed all of the obligations  
under the mortgage loan agreement up to and until March 1, 2010  
for a period of 6 years and 3 months.

42)

Plaintiff never had a chance to see or fill out any  
Modification documents as the Defendant sent the notice of the  
Modification on May 6, 2010 and then followed the letter by a  
letter dated May 7, 2010 stating that they were turning the

PNC lawsuit

account over to a Foreclosure attorney.

43)

Plaintiff received on May 39, 2010 a notice of Foreclosure by Defendant's Foreclosure Attorneys, thereby depriving Plaintiff of having a chance to even see any or all Modification forms.

ATIONS

COUNT 3

Intentionally inflicting severe emotional pain causing a harm to Plaintiff.

44)

Plaintiff alleges that Defendant, PNC MORTGAGE and NATIONAL CITY MORTGAGE deliberately, viciously, maliciously, and intentionally caused a harm to the Plaintiff, LORRAINE L. GUTH.

Plaintiff alleges that Defendant, PNC MORTGAGE and NATIONAL CITY MORTGAGE sought to cause a harm to the Plaintiff by use of misrepresentation and deception.

(Intent to Inflict emotional harm by deception (§303)

Plaintiff realleges and incorporates all of the aforementioned facts and paragraphs.

(Special Injury and Grievance) (§437)

45)

Bad Faith Litigation pursuant to  
O.C.G.A. § 13 -6-11

Plaintiff realleges and incorporates all of the aforementioned facts and paragraphs.

46)

**PNC lawsuit**

Plaintiff alleges that Defendant PNC MORTGAGE acted in Bad Faith litigation by instigating the Foreclosure on the Plaintiff's home thereby depriving her of the use and enjoyment of said home by the filing of said Bad Faith Foreclosure.

47)

Plaintiff alleges that the Defendant PNC MORTGAGE has acted in bad faith and has been stubbornly litigious, refusing to resolve this matter which has resulted solely from Defendants PNC MORTGAGE arbitrary, capricious and discriminatory behavior.


Plaintiff therefore is entitled to recover all costs of litigation, including attorney fees, incurred as a result of Defendant PNC MORTGAGE'S bad faith litigation:

WHEREFORE, Plaintiff respectfully requests the following:

- A) Trial by jury on those claims so triable;
- B) The full amount of actual and punitive damages as determined by a jury;
- C) Attorney's fees and expenses of litigation with respect to all of the above causes of action;
- D) The above stated actual and punitive damages plus full equity plus full value (using 2007 real estate values) in home located at:  
1020 Charter Club Drive  
Lawrenceville, Ga. 30043;
- E) That costs be cast against the Defendant;
- F) Such other and further relief the Court may find appropriate.

This 4th day of June, 2010.

Respectfully submitted:

  
\_\_\_\_\_  
Lorraine L. Guth,  
Pro Se

Plaintiff

PNC lawsuit  
1216 Bending Creek Drive  
Cane Ridge, Tenn. 37013  
(404) 583-1508

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY THAT I HAVE THIS DATE SERVED the within and foregoing Complaint upon Defendant's Registered Agent; CEO of PNC MORTGAGE; Attorneys Mccordy & Candler LLC. by deposition a copy of same in the United States Mail in properly addressed envelopes with adequate postage to ensure delivery to:

**PNC lawsuit**

**Registered Agent:**  
**CORPORATION SERVICE COMPANY**  
**40 TECHNOLOGY PARKWAY SOUTH**  
**SUITE 300**  
**NORCROSS, GA. 30092**

**for:**

**PNC REVERSE MORTGAGE, LLD.,**  
**A/K/A PNC MORTGAGE, A DIVISION**  
**OF PNC BANK, NATIONAL ASSOCIATION,**  
**(FORMERLY NATIONAL CITY BANK)**

**AND**

**JAMES E. ROHR, CEO**  
**PNC FINANCIAL SERVICES (PNC MORTGAGE)**  
**ONE PNC PLAZA**  
**PITTSBURG, PA. 15222-2707**

**AND**

**MCCURDY & CANDLER LLC**  
**SUITE 600**  
**250 E. PONCE DE LEON AVE.,**  
**DECATUR, GA. 30030**  
**(404) 373-1612**



0002940300

## FEE ACTIVITY LEDGER

LORRAINE GUTH

1216 BENDING CREEK DR  
ANTIOCH

TN 37013-4546

*Loan re Pay to start 3/1/04 not 2/1/04*

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT	DATE PAID	AMOUNT	DATE WAIVED	AMOUNT
1	LATE CHARGE FEE	02-17-04	46.05				
1	LATE CHARGE FEE					03-02-04	46.05
1	LATE CHARGE FEE	01-17-06	46.05				
1	LATE CHARGE FEE					01-27-06	46.05
1	LATE CHARGE FEE	02-16-06	46.05				
1	LATE CHARGE FEE					04-06-06	46.05
1	LATE CHARGE FEE	05-16-07	46.05				
1	LATE CHARGE FEE					05-24-07	46.05
1	LATE CHARGE FEE	10-16-07	46.05				
1	LATE CHARGE FEE			10-25-07	0.60		
1	LATE CHARGE FEE			11-08-07	0.60		
1	LATE CHARGE FEE	12-17-07	46.05				
1	LATE CHARGE FEE	01-16-08	46.05				
1	LATE CHARGE FEE					02-21-08	136.95
1	LATE CHARGE FEE	03-16-09	46.05				
1	LATE CHARGE FEE					03-26-09	46.05
1	LATE CHARGE FEE	04-16-09	46.05				
1	LATE CHARGE FEE			04-22-09	0.40		
1	LATE CHARGE FEE			05-13-09	0.40		
1	LATE CHARGE FEE			06-04-09	0.40		
1	LATE CHARGE FEE			07-06-09	0.40		
1	LATE CHARGE FEE	08-17-09	46.05				
1	LATE CHARGE FEE	09-16-09	46.05				
1	LATE CHARGE FEE			10-05-09	0.40		
1	LATE CHARGE FEE	10-16-09	46.05				
1	LATE CHARGE FEE			11-16-09	0.40		
1	LATE CHARGE FEE	11-16-09	46.05				
1	LATE CHARGE FEE			12-07-09	0.15		
1	LATE CHARGE FEE	12-16-09	46.05				
1	LATE CHARGE FEE	01-19-10	46.05				
1	LATE CHARGE FEE			02-01-10	0.04		
1	LATE CHARGE FEE	02-16-10	46.05				
1	LATE CHARGE FEE	03-16-10	46.05				
1	PROP INSPECTION	03-23-10	9.00				

Net Totals      420.86                      791.85                      3.79                      367.20



PNC Mortgage  
3232 Newmark Drive  
Miamisburg, Ohio 45342  
Telephone: (937) 910-1200

P.O. Box 1820  
Dayton, OH 45401-1820

Mailing Address:  
P.O. Box 1820  
Dayton, Ohio 45401-1820

MARCH 16, 2010

49019 002061

LORRAINE GUTH  
1216 BENDING CREEK DR  
ANTIOCH TN 37013

RE: LOAN NUMBER 0002940300

DEAR CUSTOMER:

Your loan is now delinquent for two (2) payments. The total amount due is \$-2,798.16. If you are unable to pay the total amount due, please review the following options. All of these options are subject to investor review and approval.

1. Repayment Plan  
An agreement where you would resume making your regular monthly payments, in addition to a portion of the past-due payments.
2. Modification  
If you can afford to make monthly payments, but cannot bring your loan current, we may be able to modify the terms of your original loan which may reduce your monthly payment.
3. Assumption  
A qualified buyer may be allowed to assume your Mortgage, based on assumption guidelines.
4. Short Sale  
If the payoff amount is greater than the fair market value of your property, you may qualify to sell your home for less than you owe.
5. Deed-in-Lieu  
If you have the property listed for a period of time with no activity, we may accept title to your property as settlement for the debt.

PNC Mortgage, a division of PNC Bank, National Association (PNC Mortgage) must determine your eligibility for any of these options. Please call our office at 1-800-523-8654 or visit our website at [www.pnc.com/mortgage](http://www.pnc.com/mortgage). We can encourage you to contact a HUD-approved counseling agency for financial counseling. To locate an agency near you, please call 1-800-569-4287, or visit [www.hud.gov](http://www.hud.gov).

Sincerely,  
Collections Center  
Enclosure (1)

XC072 080 CPI

This is an attempt to collect a debt. Any information obtained will be used for that purpose. However, if you have received a discharge in bankruptcy affecting our right to collect your loan as a personal obligation, and if the loan was not reaffirmed in the bankruptcy case, PNC Mortgage will only exercise its rights against the property itself, and is not attempting to collect the discharged debt from you personally.



PNC Mortgage  
3232 Newmark Drive  
Miamisburg, Ohio 45342  
Telephone: (937) 910-1200

P.O. Box 1820  
Dayton, OH 45401-1820

Mailing Address:  
P.O. Box 1820  
Dayton, Ohio 45401-1820

MAY 06, 2010

50456 000419

LORRAINE GUTH  
1216 BENDING CREEK DR  
ANTIOCH TN 37013

RE: LOAN NO. 0002940300

Dear Customer:

Your loan has been reviewed by our foreclosure committee and has been approved for referral to the foreclosure department. Please note that all foreclosure activity will continue until a mortgage workout program is approved.

We would like to help you understand your options to stop foreclosure. If there has been a financial hardship that has affected your ability to pay the mortgage, you may be eligible to participate in a mortgage workout program. The following is a description of some mortgage workout programs:

**Loan Modification** - The terms of the mortgage may be changed if it will help a borrower maintain homeownership.

**Partial Claim** - The mortgage insurer (if applicable) may be able to bring the loan current if a borrower can resume making payments.

**Short Sale** - The borrower may be able to sell the property at a fair market value. If the proceeds are not enough to pay the loan off, the lender may accept a short payoff.

**Deed in Lieu** - The title of the property may be returned to the lender in exchange for release of the mortgage debt.

Please call us at 1-800-523-8654. When you call, we will request basic financial information. This information will be reviewed to determine if you meet the requirements for a loan workout. We look forward to hearing from you.

Sincerely, Homeowners Assistance Team  
Enclosures (A,B)

XC911 050 IQA

This is an attempt to collect a debt. Any information obtained will be used for that purpose. However, if you have received a discharge in bankruptcy affecting our right to collect your loan as a personal obligation, and if the loan was not reaffirmed in the bankruptcy case, PNC Mortgage, a division of PNC Bank, National Association will only exercise its rights against the property itself, and is not attempting to collect the discharged debt from you personally.



May 07, 2010

Lorraine Guth  
1216 Bending Creek Dr  
Antioch TN 37013

RE: Loan No. 0002940300  
1020 Charter Club Dr  
Lawrenceville GA 30043

Dear Customer:

Your loan has been referred to our attorney who has been instructed to proceed with foreclosure. Please direct all future communications concerning your foreclosure to our attorney.

If you would like to get information regarding alternatives to foreclosure, please call 1-800-367-9305 ext. 57066.

The attorney handling your account is:

Mccurdy & Candler Llc  
Suite 600  
250 E Ponce DE Leon Ave Decatur GA  
30030  
Telephone No. (404)373-1612

Sincerely,

Foreclosure Department

This is an attempt to collect a debt. Any information obtained will be used for that purpose. However, if you have received a discharge in bankruptcy affecting our right to collect your loan as a personal obligation, and if the loan was not reaffirmed in the bankruptcy case, PNC Mortgage, a division of PNC Bank, National Association will only exercise its rights against the property itself, and is not attempting to collect the discharged debt from you personally.

FC110 026 KKV

## **EXHIBIT B**

**IN THE SUPERIOR COURT OF GWINNETT COUNTY  
STATE OF GEORGIA**

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LORRAINE L. GUTH,

Plaintiff,

v.

C.A. No. 10A-05013-8

PNC REVERSE MORTGAGE LLC, aka  
PNC MORTGAGE, a division of PNC BANK  
NATIONAL ASSOCIATION (formerly  
NATIONAL CITY MORTGAGE AND  
NATIONAL CITY BANK),  
PNC FINANCIAL SERVICES,

Defendants.

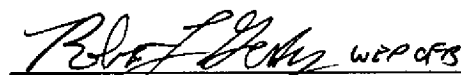
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**NOTICE OF FILING OF NOTICE OF REMOVAL**

TO: THE CLERK OF THE SUPERIOR COURT  
FOR GWINNETT COUNTY, GEORGIA

Per 28 U.S.C. § 1446(d), Defendants hereby give written notice that a Notice of Removal of the above-captioned action from this Court to the United States District Court for the Northern District of Georgia, was filed on July 6, 2010, in said United States District Court. A copy of the Notice of Removal is attached as Exhibit 1.

Respectfully submitted,

Handwritten signature of Robin L. Gentry in black ink, with the initials "WRP dff" written to the right of the signature.

Robin L. Gentry

Georgia Bar No. 289899

gentryr@ballardspahr.com

BALLARD SPAHR LLP

999 Peachtree Street, Suite 1000

Atlanta, GA 30309-5915

Telephone (404) 678-9300

Facsimile: (404) 678-9301

Attorneys for Defendants PNC Bank, N.A.  
and PNC Financial Services, Inc.

Dated: July 6, 2010

# **EXHIBIT 1**



**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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LORRAINE L. GUTH,

Plaintiff,

v.

C.A. No.

PNC REVERSE MORTGAGE LLC, aka  
PNC MORTGAGE, a division of PNC BANK  
NATIONAL ASSOCIATION (formerly  
NATIONAL CITY MORTGAGE AND  
NATIONAL CITY BANK),  
PNC FINANCIAL SERVICES,

Defendants.

---

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that Defendants PNC Bank, N.A. and PNC Financial Services, Inc., pursuant to 28 U.S.C. §§ 1441, et seq., hereby remove to this Court the action entitled Guth v. PNC Reverse Mortgage LLC, et al., Civil Action No. 10A-05013-8, filed in the Superior Court of Gwinnett County, Georgia (the “Action”). Copies of Plaintiff’s Complaint and other documents, constituting all process, pleadings, and orders served upon or received by Defendants are attached as Exhibit A.

**CERTIFICATE OF SERVICE**

I certify that I have this 6<sup>th</sup> day of July 2010, caused the foregoing Notice of Filing Notice of Removal to be served by first-class mail, postage prepaid, upon:

Lorraine L. Guth  
1216 Bending Creek Drive  
Cane Ridge, Tennessee 37013

  
\_\_\_\_\_  
Robin L. Gentry

